

ADOPTED 4/29/93

SUBLICENSE AGREEMENT

BY AND BETWEEN

BOSTON REDEVELOPMENT AUTHORITY

AND

CITY OF BOSTON, ACTING BY AND THROUGH
THE PARKS AND RECREATION DEPARTMENT

AND

LUNA PRESERVATION SOCIETY

This Sublicense Agreement (the "Agreement") is made as of the _____ day of April, 1993 by and between the BOSTON REDEVELOPMENT AUTHORITY (hereinafter referred to as the "Licensor") and THE CITY OF BOSTON, ACTING BY AND THROUGH ITS PARKS AND RECREATION DEPARTMENT, under a certain License Agreement, dated August 24, 1992 (the "Master License Agreement") (hereinafter referred to as the "Licensee"), and the LUNA PRESERVATION SOCIETY, INC. (hereinafter referred to as the "Sublicensee"). Collectively, the Licensor, the Licensee and the Sublicensee shall hereinafter be referred to as the "Parties".

WHEREAS, Licensor reserved certain berthing rights under the Master License Agreement and in accordance with such berthing rights Licensor and Licensee now hereby grant Sublicensee a license to occupy the License Area, as described in Exhibit "A" attached to and incorporated as part of this Agreement, subject to the following terms and conditions:

1. The License Area shall be a portion of the water sheet adjoining Pier 4 in the Charlestown Navy Yard, as further described in Exhibit "A".
2. The Sublicensee agrees that it is not eligible for relocation benefits.
3. The License Area is to be vacated by the Sublicensee on thirty (30) days written notice from the Licensor. No obligation on the part of either the Licensor or Licensee, direct or indirect, is to be construed beyond this temporary license.
4. The License Fee shall be one dollar (\$1.00) per year, payable in advance, commencing upon execution of this Agreement. Upon execution of this Agreement, the Sublicensee shall deposit with the Licensor a sum equal to a year's License Fee, to be retained by the Licensor until sixty (60) days after the termination of this Agreement in order to insure the satisfactory completion of all the terms and conditions of this Agreement, and/or also deposit with the Licensor a bond or cash deposit in the amount as may be

required in the Special Conditions attached to this License to assure restoration of the property to its condition at the time of initial occupancy by the Sublicensee or as may be required by the said Special Conditions. No interest shall be paid to the Sublicensee on said deposit. Any portion of the License Fee remaining unpaid for a period of thirty days following its due date, the validity of which has not been contested in writing by the Sublicensee within said thirty day period, may, without further authorization, be deducted from any funds that are due or may be due the Sublicensee from the Licensor. Any monthly installment of the License Fee which has not been paid by the Sublicensee within thirty (30) calendar days of the due date shall be subject to an interest charge of 1.5% per month on the outstanding balance.

5. The Sublicensee shall indemnify and save harmless the Licensor and the Licensee from all suits, actions, claims, demands, or damages or losses, expenses, and cost of every kind and description to which the Licensor and the Licensee may be subjected to or put by reason of injury (including death) to persons or property resulting from, in connection with, or growing out of any act of commission or omission of the Sublicensee, its agents, servants, employees, visitors, guests, contractors, subcontractors or any and all other persons or corporations dealing with the Sublicensee in any way in the occupancy and use of the License Area. At the request of the Licensor and Licensee, the Sublicensee shall initiate and complete all activities, including any legal proceedings, necessary to effect the resolution of any such suits, actions, claims or demands, except as set forth herein.
6. The Sublicensee shall carry for the term of this Agreement port risk comprehensive public liability insurance insuring the Licensor and the Licensee against all claims and demands for personal injury and property damage with respect to the License Area, with limits of Five Hundred Thousand Dollars (\$500,000.00) for property damage, One Million Dollars (\$1,000,000.00) for injury or death to one person, and Two Million Dollars (\$2,000,000.00) for injury or death to more than one person in a single accident. The Licensor and Licensee shall be named as an additional insured on all policies for such insurance, and the Sublicensee shall furnish a certificate of such insurance to the Licensor and Licensee prior to taking occupancy of the License Area.
7. The Sublicensee shall take possession of the License Area in "as-is" condition of the date of this Agreement. The Sublicensee shall not commit or suffer waste or impairment of the License Area property.
8. The Sublicensee agrees to maintain the License Area in a clean, safe and orderly manner. No accumulation of litter, trash, debris or other disposable material will be permitted on the premises.

9. The Sublicensee covenants that it will not occupy or use the License Area, nor allow it to be occupied or used for any purposes other than those set forth in Section 1 of this Agreement, nor in any way to occupy or use the property, nor allow it to be occupied or used in other than a property or fitting manner, nor in a manner contrary to any law of the Commonwealth or to any ordinance or by-law of the City of Boston.
10. The Sublicensee agrees to assume all maintenance expenses including water and sewer charges and Sublicensee will have complete responsibility for compliance with all municipal codes and ordinances. During the term of this Agreement, the Sublicensee shall pay directly to the property persons or authorities when due all charges with respect to the License Area, whether called charges, taxes, assessments, fees or otherwise, for utility services, water and sewer use, taxes, betterment assessments and other charges, in order that the License Fee hereunder shall be absolutely net to the Licensors.

The Sublicensee shall be solely responsible for all maintenance, security and other services required to keep the License Area in good, safe and attractive condition and repair. All fixtures, effects, equipment and property of any kind of the Sublicensee, and all persons claiming through or under the Sublicensee, shall be at the sole risk of the Sublicensee.

11. The Sublicensee agrees to comply with the special conditions outlined in the attached sheet entitled "Special Conditions", and further agrees to comply with any other reasonable rules and regulations as the Licensors shall establish from time to time upon notice to the Sublicensee.
12. Failure to pay the License Fee or failure to comply with the general and special conditions will terminate this Agreement forthwith and the Sublicensee agrees to surrender the premises peacefully, and further not to oppose or contest eviction proceedings when notified to vacate or when notified that the Agreement has been terminated.
13. The License may not be assigned, transferred, mortgaged or encumbered in any way without the specific written permission of the Licensors and Licensee.
14. No fixtures shall be installed in, and no improvements or alterations shall be made to the License Area without the Licensors' and Licensee's written permission. Upon the termination of this License Agreement by expiration of the term or otherwise, the Sublicensee shall remove from the License Area all of its equipment, supplies, furnishings and other personal property, and shall, if directed by the Licensors, also remove all fixtures and fixed improvements installed by the Sublicensee and repair any damage caused thereby. Property not so removed shall, at the Sublicen-

sor's option, become the property of the Licensor. The Sublicensee shall leave the License Area in at least as good condition as received at the beginning of this Agreement.

15. This Agreement shall be subject to, and subordinate to, the Master License Agreement in all respects. Except in connection with berthing rights, if there should be any conflict between the terms and conditions of this Agreement and those of the Master License Agreement, the terms and conditions of the Master License Agreement shall prevail and govern.

IN WITNESS WHEREOF, the Parties hereto have placed their hands and seals below as of the date first above written.

BOSTON REDEVELOPMENT AUTHORITY

By: _____
Paul L. Barrett, Director

**THE CITY OF BOSTON, ACTING BY AND
THROUGH ITS PARKS AND RECREATION
DEPARTMENT**

By: _____
Lawrence A. Dwyer,
Commissioner

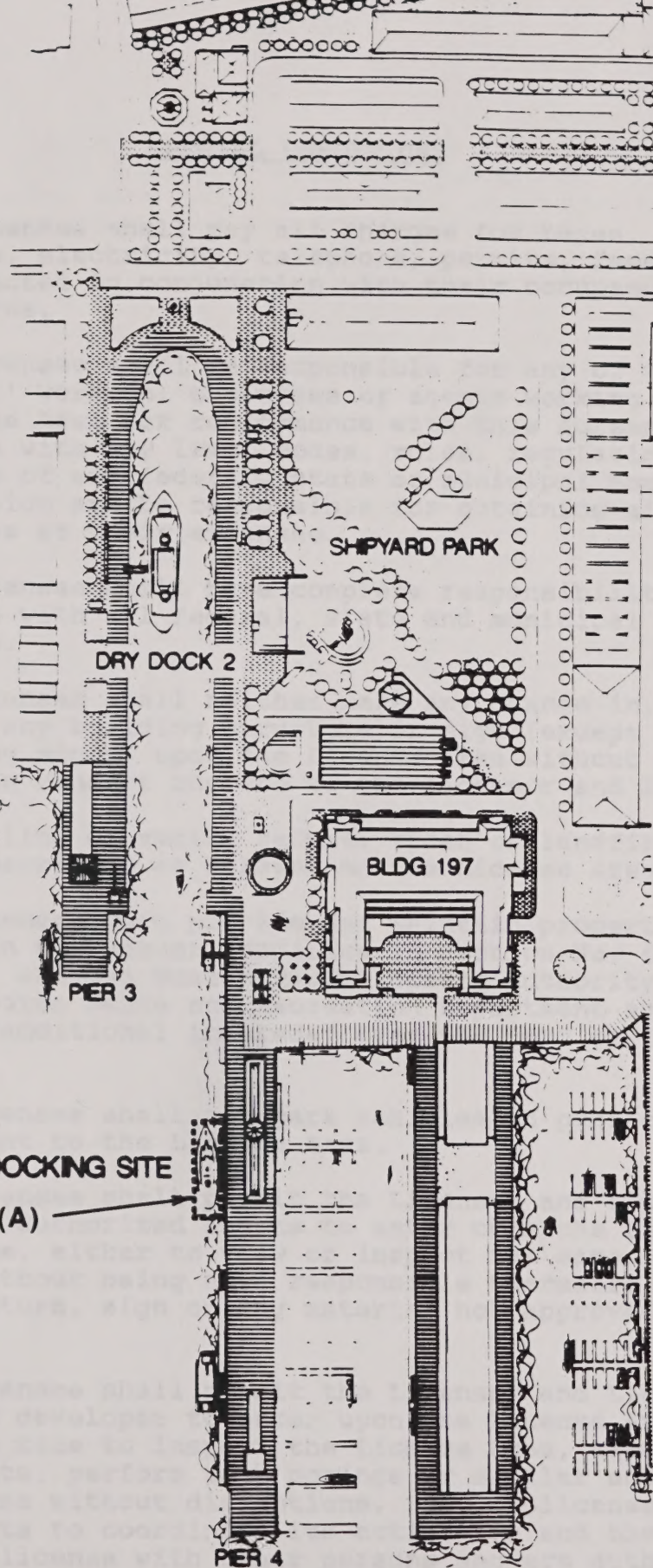
LUNA PRESERVATION SOCIETY

By: _____

APPROVED AS TO FORM:

Chief General Counsel
Boston Redevelopment Authority

TUGBOAT LUNA DOCKING SITE
EXHIBIT (A)



CNY SHIPYARD PARK AREA

SPECIAL CONDITIONS

1. The Sublicensee shall pay all charges for taxes, water, sewer, gas, electricity, telephone, permits, fees and insurance connected in conjunction with their occupancy of the License Area.
2. The Sublicensee shall be responsible for any of their contractor(s)' workmen, employees or agents working on or in the License Area for conformance with this Agreement and for compliance with any laws, codes, rules, regulations or ordinances of any federal, state or municipal board, agency, or commission and be responsible for obtaining all permits or licenses at their expenses.
3. The Sublicensee shall have complete responsibility for compliance with all federal, state and municipal codes and ordinances.
4. The Sublicensee shall neither make any change in, nor erect nor place any building structure or sign (except for no trespassing signs) upon the License Area without obtaining the written consent thereto of the Licensor and Licensee.
5. No stockpiling of spoil, refuse, trash or landfill materials shall be permitted or allowed on the License Area.
6. The Sublicensee must provide and maintain property insurance coverage in the amount specified in Section No. 6 of the Agreement, and the Boston Redevelopment Authority and the City of Boston Parks and Recreation Department shall be named as "additional insureds" over the term of the Agreement.
7. The Sublicensee shall not park vehicles on public rights-of-way adjacent to the License Area.
8. The Sublicensee shall permit the Licensor and Licensee or their duly authorized agents to enter upon the License Area at any time, either to view or inspect the same, or to remove, without being held responsible therefore, any building, structure, sign or any material not approved by the Licensor.
9. The Sublicensee shall permit the Licensor and Licensee or its future developer to enter upon the License Area at any reasonable time to inspect the License Area, take site measurements, perform test borings or similar subsurface explorations without disruptions. The Sublicensee shall use best efforts to coordinate its activities and the activities of any sublicense with other persons who are authorized by the Licensor to utilize the License Area.
10. The Sublicensee acknowledges this is a temporary license and their occupancy is only for a limited interim use.

11. Any monthly installment of the License Fee which has not been paid by the Sublicensee within thirty (30) calendar days of the due date shall be subject to an interest charge of 1.5% per month on the outstanding balance.
12. Nothing within this Agreement shall prevent the Licensor or Licensee from reserving their right to enter into licenses for special events of limited duration, upon written notification to the Sublicensee. These licenses for special events of limited duration shall not interfere with the authorized operations of the Sublicensee.
13. The Sublicensee shall secure a letter of guarantee from Historic Boston, Inc. for \$5,000 to cover expenses for removing and scuttling the Luna if the goals of the Luna restoration effort are not met, the project is abandoned, or the Luna sinks.
14. Licensor and Licensee reserve the right to suggest alternative berthing facilities if they determine that the physical appearance of the Luna prior to its complete restoration is such that it would detract from the overall public improvements in the vicinity of the License Area. Prior to making such determination, the Licensor and Licensee shall consult with historic preservation groups which have been involved in the Luna project. Sublicensee shall secure acknowledgment of this condition from any such historic preservation groups.
15. This Agreement does not create an estate at will in any respect or nature and accordingly Massachusetts General Laws, Chapter 186, including but not limited to, Sections 12 and 13, shall not apply.

MEMORANDUM

APRIL 29, 1993

TO: BOSTON REDEVELOPMENT AUTHORITY AND
PAUL L. BARRETT, DIRECTOR

FROM: BRIAN DE LOREY, ASSISTANT DIRECTOR FOR
ECONOMIC DEVELOPMENT
VICTOR KAREN, DEPUTY DIRECTOR FOR
ECONOMIC DEVELOPMENT
WM. ARTHUR REILLY, PROJECT DIRECTOR

SUBJECT: CHARLESTOWN NAVY YARD PIER 4

SUMMARY: This memorandum requests that the Boston Redevelopment Authority authorize the Director to execute a License Agreement between the Boston Redevelopment Authority, the Luna Preservation Society, and the Boston Parks and Recreation Department permitting the Tugboat Luna to berth at Pier 4 in the Charlestown Navy Yard.

The Luna Preservation Society, a 501.c.3, approached the Authority seeking a suitable location to dock the Tugboat Luna, which is a Boston Landmark and a National Historic Landmark. It is the first commercial diesel-electric tug to be constructed in 1930.

For some time the Luna, under prior ownership, languished at its mooring at the Charles River Basin and was ordered to be removed. The Luna Preservation Society was established in 1991 to rehabilitate Tugboat Luna and has attracted funding and support from Historic Boston Inc. (HBI), the National Trust for Historic Preservation and the Metropolitan District Commission.

The MDC has indicated it would apply \$50,000 towards stabilization if a docking location could be secured. HBI has committed \$15,000 to hire a fund raising consultant and provide for further repair. In addition, HBI will commit to a security reserve that would pay for future scuttling if necessary. This will assure the Authority will not be left with a liability if the Luna Preservation Society does not meet its financial objectives.

The Luna Preservation Society will provide maritime insurance as well as liability insurance naming the Authority "additionally insured".

It is advantageous for the Authority to license the Luna Preservation Society to dock the

Luna at the Navy Yard. Besides acting as an added attraction to the nautical ambiance of the Navy Yard and showcasing successful preservation, it will also help fulfill requirements of the EOEAs Secretary's approval of the Municipal Harbor Plan regarding location of water-dependent uses in the Navy Yard and could be the focus of the Working Port Exhibit.

An appropriate vote follows:

VOTED: That the Director be authorized to enter into a Sub-License Agreement between the BRA and the City of Boston, Acting by and through the Parks and Recreation Department and Luna Preservation Society permitting the Tugboat Luna to berth at Pier 4 in the Charlestown Navy Yard. In addition the license area is to be vacated by the Sub-Licensee on thirty (30) days written notice and furthermore, the Sub-Licensee shall also be required to further indemnify and save harmless the Authority from any and all claims arising as a result of the activities permitted therein. The Sub-Licensee shall carry for the term of this Agreement, port risk and comprehensive public liability insurance naming the Authority as additionally insured.

